

Natchitoches City Council will have a pre-council meeting beginning at 5:00 p.m. and ending at 5:30 p.m. to discuss non-agenda items. The City Council meeting will begin promptly at 5:30 p.m. on the second and fourth Monday of each month and will be reserved to only items on the Agenda. The public is invited to both the pre-council meetings and council meetings with the understanding that items not on the agenda will not be discussed at the scheduled council meetings, but the public is welcome to discuss any topic at the pre-council meetings.

NATCHITOCHEs CITY COUNCIL MEETING
APRIL 22, 2013
5:30 P.M.

A G E N D A

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **READING AND APPROVAL OF THE MINUTES OF APRIL 8, 2013**
5. **ORDINANCES – INTRODUCTION:**
 - #018 Morrow** Ordinance Amending The 2012-2013 Budget To Reflect Additional Revenues and Expenditures
 - #019 Nielsen** Ordinance Creating The Position Of Chief Of Staff, Setting Duties, And Further Amending The Personnel Policies Manual To Make The Necessary Changes To The Organizational Chart Of The City Of Natchitoches, Providing For Advertising, Further Providing For Severability, and Further Providing For A Repealer And Effective Date Of Ordinance
6. **PLANNING & ZONING - FINAL:**
 - #013 Mims** Ordinance Amending Ordinance No. 64 Of 2001 By Changing Zoning Classification Of Property Described As Follows: Lot Containing 1 Acre Beginning At Point "C" On Plat By A. J. Brouillette, Dated April 27, 1979, Thence Run South 2 Degrees 35 Minutes West 208.7 Feet; Thence South 87 Degrees 25 Minutes East 208.7 Feet; Thence North 2 Degrees 35 Minutes East 208.7 Feet To Southern Right-Of-Way Of Louisiana Highway #1 By-Pass; Thence In A Westerly Direction Along Highway, 208.7 Feet To Point Of Beginning In Section 72, 73 & 74, Township 9 North, Range 7 West From B-2 Commercial To B-3 Commercial To Operate A Carwash. **(7646 Hwy 1 By-Pass – Derrick Smith)**
 - #014 Nielsen** Ordinance Amending Ordinance No. 64 Of 2001 By Changing Zoning Classification Of Property Described As Follows: Lots 1 & 2 Of Aswell Property Corner College & Cypress Avenue From R-2 Residential To R-2 Special Exception To Operate An Office Space And Apartment Use.
(216 University Parkway – Joe Thibodeaux)
 - #015 Payne** Lot 130 Feet By 140 Feet South Side Of Williams Avenue Or Cane River Road, North By Williams Avenue, South & East By Property Of Wylie Gallien From R-1 Residential To R-2 Residential To Create A Duplex.
(1519 Williams Ave. - Joe Thibodeaux)

7. **ORDINANCES – FINAL:**

- #011 Mims** Ordinance to comply with GASB Statement 54 Committing Special Revenue Fund
- #012 Payne** Ordinance Authorizing A Contract And Agreement With The Natchitoches Baseball And Softball Association, Inc., Approving The Form Of Contract, Term, Consideration, Etc., And Authorizing The Mayor To Execute The Contract In Due Course, And Further Providing For Advertising And An Effective Date
- #016 Morrow** Ordinance Authorizing The Mayor And The Finance Director To Designate Persons To Sign Checks In Their Absence, Providing For Advertising, Further Providing For Severability, And Further Providing For A Repealer And Effective Date Of Ordinance
- #017 Mims** Ordinance Authorizing The Designation Of An Area Within Sampite' Park (Formerly Known As Dixie Youth Ball Park) For Use By The Natchitoches Police Department In Order To Provide On Site Security For Sampite' Park And Further Setting Forth The Duties Of That Person Or Persons Designated By The Chief Of Police To Provide On Site Security At Sampite' Park, To Provide For Advertising, A Saving Clause And An Effective Date

8. **RESOLUTIONS:**

- #018 Nielsen** Resolution Authorizing the Mayor to Execute An Agreement with the Louisiana Department of Transportation and Development (LA DOTD) for improvements at the Natchitoches Regional Airport for Obstruction Removal (**SPN H.010611**)
- #019 Morrow** Resolution Changing The Date Of The City Council Meeting Originally Scheduled On Memorial Day, Monday, May 27, 2013, To Be Changed And Re-scheduled On Tuesday, May, 28, 2013 At 5:30 P. M.
- #020 Payne** Resolution Approving The Advertisement of Apron Rehabilitation At The Natchitoches Regional Airport **FAA Project No. 3-22-0034-018-2013, LA DOTD Project No.H.010807 (BID NO. 0536)**
- #021 Mims** Resolution Authorizing The Mayor Of The City Of Natchitoches To Advertise And Accept Bids For Water System Improvements Grand Ecore Elevated Tank Repainting And LA Hwy 6 By-Pass Ground Storage Tank Repainting (**BID NO. 0537**)

9. **REPORTS:** Pat Jones - Financial Report

10. **ANNOUNCEMENTS:**

- The offices of the City of Natchitoches will be **closed** on Monday, May 27, 2013 for the Memorial Day holiday.
- The City Council Meeting scheduled on Monday, May 27, 2013 will be **changed** to Tuesday, May 28, 2013 due to the Memorial Day holiday.

11. **ADJOURNMENT:**

NOTICE TO THE PUBLIC

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact the City Clerk's Office at (318) 352-2772 describing the assistance that is necessary.

If you wish to address the Council, please complete the "Request to Address City Council" form located on the entrance table.

**PROCEEDINGS OF THE CITY COUNCIL
OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA,
REGULAR MEETING HELD ON
MONDAY, APRIL 22, 2013 AT 5:30 P.M.**

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana on Monday, April 22, 2013 at 5:30 p.m.

There were present:

Mayor Lee Posey
Councilman At Large Don Mims, Jr.
Councilmen Dale Nielsen
Councilman Larry Payne
Councilwoman Sylvia Morrow

Guests: None

Absent: Councilmen *David Stamey*

Mayor Lee Posey called the meeting to order and welcomed everyone for coming. Michael Braxton was asked to lead the invocation and Ms. Morrow was asked to lead the pledge of allegiance.

Mayor Posey then called for the reading and approval of the minutes for the March 11, 2013 meeting. Mr. Mims moved that we dispense with the reading of the minutes and approval of same. Seconded by Ms. Morrow. The roll call vote was as follows:

Ayes: Payne, Nielsen, Mims, Morrow.
Nays: None.
Absent: Stamey.

Mr. Marc Millican approached the podium and shared the airport has a new program starting July 8-11, 2013 called Louisiana Ace Camp targeting student between the ages of 15 -18 interested in a career in aviation. Seven instructors from Louisiana Tech will come down and teach the students for five days, where they will be able to look at engines, power plants, and airplanes. More information will be given and released to the public as well as the schools at a later date.

Lisa Cooley then shared the Cane River Green Market will kick off this Saturday from 8:00 a.m. to noon. She encouraged everyone to participate in the Keep Natchitoches Beautiful Citywide Cleanup all day Saturday. She then stated the City would provide bags, gloves, snacks, and water on the riverbank. Anyone that would like to volunteer needs to be there for 8:00 a.m. where people will then be dispersed to the different areas throughout the community that need cleaning up.

The following Ordinance was Introduced by Ms. Morrow at the Natchitoches City Council meeting held on April 22, 2013 as follows:

ORDINANCE NO. 018 OF 2013

AN ORDINANCE AMENDING THE 2012-2013 BUDGET TO REFLECT ADDITIONAL REVENUES AND EXPENDITURES

WHEREAS, Louisiana Statute (R.S. 39: 1310 – 1311) requires that the City amend its operating budgets when fund balance is being budgeted, and there is a 5% unfavorable variance in revenues or expenditures.

NOW, THEREFORE BE IT RESOLVED, that the budget be amended to reflect these additional revenues and expenditures as follows:

	2012-2013 Original Budget	2012-2013 Amended Budget	Increase Decrease
<u>Fund 002 - Utility Fund</u>			
002-6600-660-45-71: Interfund Transfer/To Capital Projects	-	800,000	800,000
<u>Fund 011: Hazard Tax</u>			
011-0000-591-45-14: Transfers/Grants Match	50,000	86,000	36,000
<u>Fund 012 - Sales Tax/Police</u>			
012-0000-414-00-00: Sales Tax	1,910,000	1,850,000	(60,000)
<u>Fund 024 - STOP Grant</u>			
024-0000-432-09-00: State Grant	5,000	15,000	10,000
024-0000-591-10-50: Overtime	5,000	15,000	10,000
<u>Fund 026 - LAC/Traffic Enforcement Program</u>			
026-0000-446-10-00: Traffic Tickets	16,000	40,000	24,000
026-0000-591-10-50: Overtime	-	10,000	10,000
026-0000-591-35-55: District Attorney/City Court	8,000	20,000	12,000
<u>Fund 027 - Prisoner Bond Release</u>			
027-0000-446-02-00: Bond Fee	14,000	18,000	4,000
027-0000-591-40-02: Travel/Per Diem/Hotel	7,000	14,000	7,000
<u>Fund 051 - Downtown Riverbank Wall</u>			
051-0000-431-06-01: Cane River Waterway Commission	40,000	-	(40,000)

Fund 053 - 911 Grant/Police

053-0000-591-20-17: Computer Software Maintenance	-	12,000	12,000
053-0000-591-26-01: Repairs & Maintenance/Vehicles	-	20,000	20,000
053-0000-591-26-03: Repairs & Maintenance/Bldgs & Grounds	-	8,000	8,000
053-0000-591-30-13: Materials & Supplies/Bldgs & Grounds	-	1,000	1,000
053-0000-591-30-15: Materials & Supplies/Vehicles	-	5,000	5,000
053-0000-591-30-25: Materials & Supplies/Mach & Equip	-	2,000	2,000

Fund 054 - Cane River Green Market

054-0000-431-09-00: Local Grant	-	5,000	5,000
054-0000-591-35-16: Promo/Improvements	4,500	10,000	5,500

Fund 058 - 911 Grant - Fire

058-0000-591-35-41: Operating Services/Training - Testing	-	3,375	3,375
058-0000-591-90-02: Capital Assets/Machinery & Equipment	-	10,000	10,000

Fund 061 - Airport Operations

061-0000-432-04-00: State Grant	7,500	13,000	5,500
061-0000-491-71-00: Transfer In (From Capital Projects)	-	20,000	20,000
061-0000-591-30-25: Machinery & Equip (Non-asset)	1,000	4,000	4,000
061-0000-591-31-02: Jet - A Fuel	200,000	225,000	25,000
061-0000-591-90-02: Machinery & Equipment	-	10,000	10,000
061-0000-591-90-03: Vehicle	-	24,000	24,000

Fund 062 - Animal Shelter

062-0000-591-90-02: Capital Assets/Machinery & Equip.	-	14,000	14,000
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Fund 068 - HDDC Projects

068-0000-432-00-00: State Grant	-	18,500	18,500
068-0000-591-20-13: Construction	-	10,000	10,000
068-0000-591-26-03: Repairs/Buildings & Grounds	-	4,000	4,000
068-0000-591-30-13: Materials/Buildings & Grounds	-	4,500	4,500

Fund 071 - Capital Projects

071-0000-491-02-00: Interfund Transfer/From Utility Fund	-	800,000	800,000
071-0000-591-90-51: Improvements/Buildings & Grounds	50,000	850,000	800,000

Fund 074 - Sales Tax Fund

074-0000-414-00-00: Sales Taxes	3,752,500	3,639,925	(112,575)
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Fund 087 - Miss Merry Christmas

087-0000-591-35-16: Promo/Improvement	4,000	6,000	2,000
087-0000-591-35-61: Rentals/Building/Land/Facilities	-	1,500	1,500

Fund 091 - Economic Development Districts

091-0000-410-01-00: Taxes/Hotel Occupancy	200,000	170,000	(30,000)
091-0000-591-90-51: Improvements/Buildings & Grounds	75,000	120,000	45,000

Fund 125 - Breda Town Park

125-0000-432-09-00: State Grant	49,000	-	(49,000)
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Fund 131 - State Office of Cultural Development

131-0000-431-09-00: Local Grant	-	15,000	15,000
131-0000-591-35-16: Promo/Improvement	-	15,000	15,000

Fund 135 - Texas & Pacific Railway Depot

135-0000-432-09-00: State Grant	98,000	-	(98,000)
135-0000-591-20-03: Engineering Services	98,000	-	(98,000)

Fund 136 - East Natchitoches Bypass Project

136-0000-432-09-00: State Grant	345,000	-	(345,000)
136-0000-591-20-03: Engineering Services	345,000	-	(345,000)

Fund 137 - Local Government Assistance Program

137-0000-432-00-00: State Grant	-	35,000	35,000
137-0000-591-90-02: Machinery & Equipment	-	35,000	35,000

Fund 138 - South Natchitoches Drainage Improvements

138-0000-432-09-00: State Grant	49,000	-	(49,000)
138-0000-591-20-03: Engineering Servicesq	49,000	-	(49,000)

Fund 140 - Airport Maintenance Projects

140-0000-433-03-00: Federal grant	850,000	-	(850,000)
140-0000-432-04-00: State grant	10,000	300,000	290,000
140-0000-591-20-13: Construction	671,984	300,000	(371,984)

Fund 204 - Assistance FF Grant/Vehicle

204-0000-433-09-00: Federal grant	-	870,772	870,772
204-0000-491-11-00: Transfer/Hazard Tax	-	45,831	45,831
204-0000-591-90-03: Capital Asset/Vehicle	-	916,603	916,603

Fund 205 - Assistance FF Grant/Communication

205-0000-433-09-00: Federal grant	-	782,953	782,953
205-0000-491-11-00: Transfer/Hazard Tax	-	70,263	70,263
205-0000-591-30-36: Materials & Supplies/Radio equipment	-	853,216	853,216

Fund 206 - Knock-Knock Grant

206-0000-491-12-00: Transfer/Sales Tax - Police	-	3,399	3,399
206-0000-591-10-50: Overtime	10,000	13,399	3,399

The following Ordinance was Introduced by Mr. Nielsen at the Natchitoches City Council meeting held on April 22, 2013 as follows:

ORDINANCE NO. 019 OF 2013

AN ORDINANCE CREATING THE POSITION OF CHIEF OF STAFF, SETTING DUTIES, AND FURTHER AMENDING THE PERSONNEL POLICIES MANUAL TO MAKE THE NECESSARY CHANGES TO THE ORGANIZATIONAL CHART OF THE CITY OF NATCHITOCHES, PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND EFFECTIVE DATE OF ORDINANCE.

WHEREAS, the City of Natchitoches (sometimes hereinafter "City") is permitted and authorized under the authority of Section 4.09 of the Charter of the City of Natchitoches, Louisiana to create City Departments and reallocate the functions, powers, duties and responsibilities of Departments; and

WHEREAS, a proposal has been made to create a position which will be known as "Chief of Staff", which person shall be responsible for assisting the Mayor of the City of Natchitoches to meet his responsibilities and duties; and

WHEREAS, the City Council of the City of Natchitoches desires to set the duties, powers and responsibilities of the "Chief of Staff", and

WHEREAS, the addition of a "Chief of Staff" will further require that the Personnel Policies Manual be amended to provide for an altered organizational chart; and

WHEREAS, the City Council of the City of Natchitoches has reviewed the proposed amended organizational chart and does approve of same and desires to amend to the Personnel Policies Manual to specifically add the position entitled "Chief of Staff"; and

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Natchitoches, in legal session convened, that the position of "Chief of Staff" is created and that the person holding the position of Chief of Staff shall:

- (a) Be the immediate supervisor and coordinator of department heads;
- (b) Exercise such administrative responsibilities with respect to the fire chief and the chief of police as the mayor may designate;
- (c) Act as the chief administrative assistant of the mayor;
- (d) Submit to the mayor periodic evaluation reports covering those matters under his supervision; and
- (e) Have such duties and responsibilities as the mayor may determine and as may be assigned to him by this Charter or by ordinance.

Unless otherwise directed by the mayor, all reports, requests and recommendations from department heads and subdepartment heads supervised by the Chief of Staff shall be submitted to the Mayor.

The Chief of Staff shall be qualified by training and experience to perform the duties assigned to him as set forth above; no one shall be hired as Chief of Staff who does not possess the requisite executive and administrative qualifications.

BE IT FURTHER ORDAINED by the City Council of the City of Natchitoches, Louisiana, that the Personnel Policies Manual of the City of Natchitoches be amended to provide for a new organizational chart, and that the organizational chart as set forth on page XII of the current Personnel Policies Manual be amended as depicted on the attached Schedule "A".

BE IT FURTHER ORDAINED by the City Council of the City of Natchitoches, Louisiana, that all ordinances, or parts of ordinances in conflict with any provision of this ordinance, be and the same are hereby repealed, provided that any violation of prior ordinances occurring before the date whereon this ordinance becomes effective, shall be governed by such prior ordinances and may be prosecuted thereunder.

BE IT FURTHER ORDAINED that if any section of this ordinance is declared to be invalid or unconstitutional in any manner, then the validity shall be limited to that particular section or provision, and shall not affect the remaining portions of the ordinance, which shall remain valid and enforceable, it being the intention of the City Council of the City of Natchitoches, that each separate provision shall be deemed independent of all other provisions herein.

BE IT FURTHER ORDAINED that this ordinance shall be introduced on the 22nd day of April, 2013, that the ordinance be published, and that at least ten days after publishing that a public hearing be held, and that sixty days following the public hearing that the ordinance take effect all in accordance Section 4-09 of the Charter of the City of Natchitoches.

BE IT FURTHER ORDAINED that the publication in the legal journal be in accordance with Section 4-09 of the Charter of the City of Natchitoches, and provide the time and place of the public hearing, a general summary of the reorganization plan as set forth in this Ordinance, and the times and places where copies of the proposed reorganization plan and Ordinance are available for public inspection.

Mayor Posey stated when he came into office 10 months ago he realized he needed help after visiting smaller communities around Natchitoches. He stated most have a position like a Chief of Staff to help with certain duties. At this time he does not fill it is necessary to have this as a full time position, but has asked Purchasing Director Edd Lee to serve as Chief of Staff after talking with the Department Heads at their last meeting. Edd Lee will still retain a lot of his duties at the Airport, Human Resources, as well as Purchasing. He stated, where we need help in the City of Natchitoches is making sure the projects we have on the drawing board are completed and followed through before moving to the next project. I have more projects in front of me to where I cannot take care of the projects behind me. I am going to ask the people of Natchitoches to support me in needing help that will benefit Natchitoches. After checking around, I personally believe Edd Lee is the perfect candidate for this position. It doesn't matter if you are the richest person in Natchitoches or someone less fortunate, he treats everyone the same. I have grown to respect his opinion for this community and I feel he will be the perfect Chief of Staff. He then mentioned, this will add to his duties, but he thinks he can handle the responsibilities and I do to. I am asking you to trust me on this. I do not think this is a full time position that we need to add another salary that we cannot handle right now, but I think it will be something that will help move things along in the community. As good as we are doing right now I think we can always do something a little better. There are some things that I think we need to get to in this community and this will allow us to do so. Mayor Posey then asked the attorney Tommy Murchison to elaborate on the ordinance.

Tommy Murchison stated in accordance with Administrative Organization Section 4.09 of the Charter provides for reorganization of the flow chart on how the structure of the administration is set up. This ordinance requires you to run a public notice stating the changes to the structure of the chart and hold a public hearing within 10 days of the introduction. The public hearing will be held at the next meeting when the ordinance will be up for adoption. Attorney Murchison then stated everything has been done in line according with the charter.

Ms. Morrow stated she read in the Natchitoches Times on April 21, 2013 an article headlined "City Council Will Consider Chief of Staff" and wants the public to know she is not in support of the change to the organizational chart. According to the charter, Administrative Organization Section 4.09, the Mayor has the right to come to the Council and ask for a change or alteration, but she is not in support of this change at all. She then addressed the budget hearing that was held on April 8th. She stated due to budgetary reasons, positions within the City will be eliminated such as positions in Public Works, positions within the Police Department, the patrol for Sibley Lake, and even some cell phones. The City in her opinion cannot afford to bring on a Chief of Staff. She then stated they have stated now they are not going to pay him, but later they will try to slip in a salary. If you look at the City of Natchitoches swimming pool the conditions are deplorable with both dressing rooms and premises needing fixing. There are streets that need repairing, new sidewalks needed, and after school program, and repairs to the old train depot that are not in the budget. Our priorities should be on what is needed first. She then stated the Mayor knew this was going to be a tough job and he would have to work and my opinion this all comes with the territory. Ms. Morrow stated Town South has needed a road for over 40 years and there are no funds. I just don't see how anyone could justify having an assistant to them. On the organizational structure chart there will be another position created. Mr. Edd Lee is already on the chart under Purchasing and

then we are going to put him as Chief of Staff another position which the charter does not call for. In the Personnel Manual for the City of Natchitoches it states that job openings must be posted for 14 days and she does not understand why this job was not posted. The ordinance states the requirements, but does not state the academic requirements or skills, which she feels is necessary for people to apply for the job. She also stated she disagrees with the fact that a Department Head will be over all the other Department Heads. I do not think it is fair that when the Mayor was elected he was given a raise and then to come back and ask for a Chief of Staff. She stated, this is not good for the City right now and it is really not fair.

Mayor Posey then stated if the ordinance passes and it does not work in a year we may have to go back and change things. I am satisfied with this decision and am asking the Council to support me. This is something I believe will help our community and I think in a year you will be quite surprised.

Mr. Larry Payne then stated at Pilgrim's Pride in his department he manages about 50 people. For a long time he headed the department by himself including budgeting, scheduling, etc. Until he got a superintendent this was hard because you find yourself fighting a lot of fires instead of actually getting to do the things you need to do to be proficient at your job. I can understand why the need is there because I have witnessed this on a day to day basis. When I got a superintendent at first I didn't think it was a need, but after a period of time I could do the things I was actually hired to do. He stated he thinks what we need to look at is if the City says this is what we need to manage the City properly and run it in a proficient manner I see this as a full time position. I think this person needs to be able to work with the individuals to make sure the things that need to be done are getting done. I think this is where we are missing the opportunity to move this forward. I think it would be a positive move to put this job together where it works in a manner where this person can work with department heads and their individual budgets and on a day to day basis, setting out to make sure these things are done. We need to make sure we understand what is trying to be done here and determine what the best way to manage the City is. Mr. Payne stated this will be a good thing if managed in the right manner.

Mr. Nielsen stated in the past when trying to create this position he was proponent when looking at it last time. He stated, I am very pleased with Mayor Posey for being upfront and honest. I feel like if we systematically grow the position the Chief of Staff will take control of an issue so the Mayor can move on to the next issue. We will now have more of a straight line to a project, keeping on track and keeping things moving to alleviate pressure in each job for every department within the City. I commend the Mayor for coming up with a way to bring the position on board and my opinion later on is that this will open up some opportunity underneath it as duties and responsibilities are appropriately reassigned with the possibility of creating a new position.

Mr. Murchison then stated the article in the newspaper was written by the newspaper based on the agenda that was sent to the Natchitoches Times before each City Council Meeting. The advertising takes places after the ordinance is introduced and the public hearing date is determined in the body of the ordinance.

Mayor Posey then stated we do need to do a better job with the streets and drainage in the City. We realize we are on borrowed time with the pool and that is all in place to make some of these things happens. He is asking the community to trust him.

He then stated, we have so much more and we can do better if everyone will work with me then we will deliver more for this city.

Mr. Mims stated as the City over the years has gotten bigger and more developed and he thinks the Mayor needs that assistance. The Mayor is constantly on the go from one meeting to the next and most of the time unable to complete a meeting. He stated he thinks approaching it on a part time basis initially or from within to start with is a great idea. This will allow us to get the experience of whether this will work or not. He stated if it doesn't work let's go back to what we have been doing or make a change and if it does work it will make things bigger and better. I foresee in the future as in most cities as Natchitoches grows you are going to have to have some help for the Mayor to continue to move forward with what we do here.

Precious Barber approached the podium and stated she felt everyone made some great statements concerning this matter. She agrees if the Mayor needs help, he should be able to get that help, but also agrees with Mr. Payne that the type of assistance he needs should be a full time position. She understands everyone is very busy and her only concern would be if Edd Lee can handle the position? She then stated, if we are going to have something like this, let's just do it right. She stated her other concern was if all the other Department Heads are in agreement with Mr. Lee being over them when he himself is currently a Department Head.

The Mayor then stated he announced this decision to all Department Heads two weeks ago and I am sure just like anything else they might not have said anything if they did disagree. He has discussed this with Mr. Lee and told him where he needs help and he thinks he can do the job. I feel comfortable with this decision as well as Edd Lee and hopefully all the Department Heads do as well.

The following Ordinance was Introduced by Mr. Mims and Seconded by Mr. Nielsen as follows, to-wit:

ORDINANCE NO. 013 OF 2013

AN ORDINANCE AMENDING ORDINANCE NO. 64 OF 2001 BY CHANGING ZONING CLASSIFICATION OF PROPERTY DESCRIBED AS FOLLOWS:

LOT CONTAINING 1 ACRE BEGINNING AT POINT "C" ON PLAT BY A. J. BROUILLETTE, DATED APRIL 27, 1979, THENCE RUN SOUTH 2 DEGREES 35 MINUTES WEST 208.7 FEET; THENCE SOUTH 87 DEGREES 25 MINUTES EAST 208.7 FEET; THENCE NORTH 2 DEGREES 35 MINUTES EAST 208.7 FEET TO SOUTHERN RIGHT-OF-WAY OF LOUISIANA HIGHWAY #1 BY-PASS; THENCE IN A WESTERLY DIRECTION ALONG HIGHWAY, 208.7 FEET TO POINT OF BEGINNING IN SECTION 72, 73 & 74, TOWNSHIP 9 NORTH, RANGE 7 WEST FROM B-2 COMMERCIAL TO B-3 COMMERCIAL TO OPERATE A CARWASH.

(7646 HWY 1 BY-PASS)

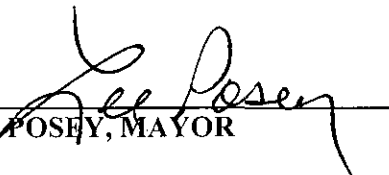
WHEREAS, the Planning Commission of the City of Natchitoches, State of Louisiana, has recommended at their meeting of April 2, 2013 that the request of Derrick Smith to rezone the property described above from **B-2** to **B-3**, to operate a carwash be **APPROVED**.

THIS ORDINANCE was introduced on April 08, 2013 and published in the *Natchitoches Times* on April 13, 2013.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES:	Morrow, Payne, Nielsen, Mims
NAYS:	None
ABSENT:	Stamey
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 4 Ayes to 0 Nays this 22nd day of April, 2013.


LEE POSEY, MAYOR


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 23rd day of April, 2013 at 10:00 A.M.

The following Ordinance was Introduced by Mr. Nielsen and Seconded by Mr. Payne as follows, to-wit:

ORDINANCE NO. 014 OF 2013

AN ORDINANCE AMENDING ORDINANCE NO. 64 OF 2001 BY CHANGING ZONING CLASSIFICATION OF PROPERTY DESCRIBED AS FOLLOWS:

LOTS 1 & 2 OF ASWELL PROPERTY CORNER COLLEGE & CYPRESS AVENUE FROM R-2 RESIDENTIAL TO R-2 SPECIAL EXCEPTION TO OPERATE AN OFFICE SPACE AND APARTMENT USE.

(216 UNIVERSITY PARKWAY)

WHEREAS, the Planning Commission of the City of Natchitoches, State of Louisiana, has recommended at their meeting of April 2, 2013 that the request of Joe Thibodeaux to rezone the property described above from **R-2** to **R-2** special exception, to operate an office space and apartment use, be **APPROVED**.

THIS ORDINANCE was introduced on April 08, 2013 and published in the *Natchitoches Times* on April 13, 2013.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES:	Morrow, Payne, Nielsen, Mims
NAYS:	None
ABSENT:	Stamey
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 4 Ayes to 0 Nays this 22nd day of April, 2013.


LEE POSEY, MAYOR


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 23rd day of April, 2013 at 10:00 A.M.

Mr. Marc Millican stated his family has owned the property on Cypress Avenue for over 75 years next to the property Mr. Joe Thibodeaux wants to turn into an office space for a lawyer. He stated he does not agree with the change due to the fact it is residential area and should stay that way. The property he wants to change from R-2 to R-2 special exception is almost 100 years old as well. He presented to the Council 17 signatures he received from people on Cypress who are opposed to this rezoning.

Mr. Kirk Cordell stated he resides/owns a home on Cypress Avenue and believes neighborhoods are safer when resided in around the clock. The house at 216 University Parkway was a single family home from the time it was built by a prominent Natchitoches politician until it was rezoned as a bed and breakfast a few years ago. At that time the neighborhood expressed concerned, but eventually agreed to rezone when the owner planned to live on site. At the time we were sure that the special exception was not a gateway to more intensive use of the property and if it ceased operation as a bed and breakfast it would revert to single residence with a garage apartment. He stated we appreciate that the Planning and Zoning Commission would not support a change to B-2 zoning as requested by the applicant, but were unhappy that they approved a change to a commercial use anyway. There are many unfortunate things that have happened to the district in its decline including the breaking up the City's finest homes into multiple apartments and the conversion of some of them to commercial use. There is a limited supply and irreplaceable supply of historic residents in the national landmark district once they are converted they hardly ever go back to being residences again. A few years ago the City supported the neighborhood involuntarily down zoning the residential areas of the district. This helped rescue historic districts all over the country. We see approving the conversion of another one of the great houses as a step backward from that strategy. From my perspective this is an effort to flip a great house for a quick profit in a down market. He stated he respectfully request the City Council to deny this zoning request.

Mr. Nielsen stated he has dealt with the property as a councilperson as well as a member of the Planning and Zoning Commission. As you begin to look at the district this particular piece of property lends itself as a very difficult property and I think we have dealt with it 3 times in my career. University Parkway is the second biggest artery for traffic next to Keyser Avenue in the City Study. Across the street is Collins and Stamey which is a low impact office, next door is a quadraplex apartment which is what you don't want in the neighborhood, and further on down is the old doctor's office that has been commercial for years. This is also where the state is planning on implementing a roundabout and particular demographics of that corner are going to change. Hopefully, the changes will occur without adversely affecting the neighborhood. If it were positioned in the middle of the neighborhood I would have a much different opinion than I have. It may not be the optimal use of the property, but it is not a bad option.

Ms. Morrow stated she supports the law office. Most law offices are open from 9:00 a.m. to 5:00 p.m. with not a lot of traffic in and out that would cause any major problems in the community. We have to consider that different people have to make a living within the City of Natchitoches. Regardless of the status of people signing their names I just don't think this would be a bad thing to have a law office at this location

Mr. Mims stated University Parkway is a commercial mix area and there is going to be a constant challenge for this. I would love for someone to buy this property and make it their permanent home, but it doesn't seem like this will happen.

It seems this property will continue to be sought out for commercial property since it faces the heaviest travel areas in the City. Also, since they are looking to use this as an attorney's office this would be a much more positive thing than having multi residential home for multiple college students considering college life. The good thing is it does revert back and cannot be changed or moved into anything than what it is.

Ms. Morrow stated on behalf of Mr. Stamey he did send a letter that stated he had no problems with the change of rezoning to R-2 special exception.

Mr. Payne stated that this property could not be turned into a convenient store or anything else other than a law office and would therefore revert back to R-2 zoning. It would have to go back before Planning and Zoning if any changes would want to be made.

The following Ordinance was Introduced by Mr. Payne and Seconded by Mr. Nielsen as follows, to-wit:

ORDINANCE NO. 015 OF 2013

AN ORDINANCE AMENDING ORDINANCE NO. 64 OF 2001 BY CHANGING ZONING CLASSIFICATION OF PROPERTY DESCRIBED AS FOLLOWS:

LOT 130 FEET BY 140 FEET SOUTH SIDE OF WILLIAMS AVENUE OR CANE RIVER ROAD, NORTH BY WILLIAMS AVENUE, SOUTH & EAST BY PROPERTY OF WYLIE GALLIEN FROM R-1 RESIDENTIAL TO R-2 RESIDENTIAL TO CREATE A DUPLEX.

(1519 WILLIAMS AVE.)

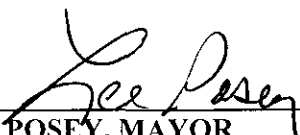
WHEREAS, the Planning Commission of the City of Natchitoches, State of Louisiana, has recommended at their meeting of April 2, 2013 that the request of Joe Thibodeaux to rezone the property described above from **R-1** to **R-2**, to create a duplex, be **DENIED**.

THIS ORDINANCE was introduced on April 08, 2013 and published in the *Natchitoches Times* on April 13, 2013.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims
NAYS:	Morrow
ABSENT:	Stamey
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 3 Ayes to 1 Nays this 22nd day of April, 2013.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 23rd day of April, 2013 at 10:00 A.M.

Mr. Nielsen stated you have these in every district where a business is operated in the middle of a neighborhood. This is a good opportunity to bring it back to R-1. I am very much in support of bringing this property back to residential when we can.

The following Ordinance was Introduced by Ms. Mims and Seconded by Mr. Payne as follows, to-wit:

ORDINANCE NO. 011 OF 2013

AN ORDINANCE TO COMPLY WITH GASB STATEMENT 54 COMMITTING SPECIAL REVENUE FUND BALANCES

WHEREAS, the Governmental Accounting Standards Board (GASB) requires detail regarding Special Revenue Fund balances, and

WHEREAS, the definition of a Special Revenue Fund is a fund used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specific purposes,

THEREFORE, the following Special Revenue Fund balances are committed by the governing body of the City of Natchitoches to the specific purposes of each fund as detailed below:

LAC/Traffic Enforcement Program: To account for receipt of funds due to Traffic Diversion Program citations and for the proper disbursement of these funds to the various agencies as detailed in the interagency agreement.

Natchitoches Tri-Centennial Commission: To account for local, state, and federal grants as well as possible City matching funds and project expenses in support of plans and programs to enhance and facilitate Natchitoches Tri-Centennial events.

Assistance/Firefighter's Grant/Vehicle: To account for federal funding and City cash match for the acquisition of a new firefighting apparatus.

NOW, THEREFORE, BE IT ORDAINED that the City of Natchitoches does hereby commit the above Special Revenue Fund Balances to the specific purposes as detailed above and as are appropriate for each fund.


BE IT FURTHER ORDAINED that any re-classification of any of the above Special Revenue Fund Balances must come before the governing body of the City of Natchitoches before any such fund balance can be committed to any other purpose not specified in this Ordinance.

THIS ORDINANCE was introduced on April 08, 2013 and published in the *Natchitoches Times* on April 13, 2013.

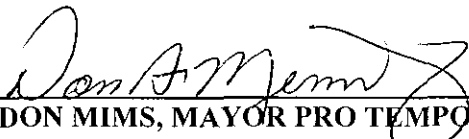
The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES: Morrow, Payne, Nielsen, Mims
NAYS: None
ABSENT: Stamey
ABSTAIN: None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 4
Ayes to 0 Nays this 22nd day of April, 2013.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 23rd day of April, 2013 at 10:00 A.M.

The following Ordinance was Introduced by Mr. Payne and Seconded by Mr. Nielsen as follows, to-wit:

ORDINANCE NO. 012 OF 2013

AN ORDINANCE AUTHORIZING A CONTRACT AND AGREEMENT WITH THE NATCHITOCHES BASEBALL AND SOFTBALL ASSOCIATION, INC., APPROVING THE FORM OF CONTRACT, TERM, CONSIDERATION, ETC., AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT IN DUE COURSE, AND FURTHER PROVIDING FOR ADVERTISING AND AN EFFECTIVE DATE

WHEREAS, the City of Natchitoches (sometimes hereinafter referred to as the "City") is a Municipality located in the State of Louisiana, Parish of Natchitoches governed under a Home Rule Charter and a Code of Ordinances adopted by Ordinance No. 5 of 1977; and

WHEREAS FURTHER, the City Council is of the opinion that wholesome sports and recreation activities for youth are beneficial to the health, welfare, and safety of the citizens of the City of Natchitoches; and

WHEREAS FURTHER, The City of Natchitoches is interested in promoting recreation of young people through wholesome sports activities, and is particularly desirous of cooperating with the private sector in organizing and running recreation activities for the youth of our city and area; and

WHEREAS FURTHER, the Natchitoches Baseball and Softball Association, Inc. (sometimes hereinafter referred to as "NBSA") is a non-profit corporation sponsored in chief by private sector funds, and is conducting an excellent recreation program for the youth of our City, which program benefits many young people and could not be duplicated for the money by the limited recreational funds available to the City; and

WHEREAS FURTHER, the City desires to contribute to the efforts of the NBSA by defraying a small portion of the Club's operational costs in return for the recreational services, projects, and programs for the youth of our City;

WHEREAS FURTHER, NBSA operates a baseball program for boys and softball program for girls in the City of Natchitoches with approximately 700 youthful participants each year; and

WHEREAS FURTHER, the City of Natchitoches deems it to be in the best interest of the youth and the citizens of the City to contract with NBSA to carry on the baseball and softball programs on the following terms and conditions set forth in the attached Contract; and

WHEREAS FURTHER, It is understood and agreed that the agreement shall be a contract for services, and the employees, agents, representatives, and all other persons connected with NBSA shall not be considered to be employees of the City of Natchitoches, in any respect, it being the intention of this agreement to contract out the baseball and softball program to NBSA, the City being cognizant of the fact that experience has indicated that the NBSA can handle the baseball and softball program more efficiently, and economically, than the City. The City takes cognizance of the fact that the NBSA uses volunteer help and contributions from private sources, and further takes cognizance of the fact that the NBSA program has an average budget of approximately Seventy Five Thousand and No/000 (\$75,000.00) Dollars to operate the program, all of which is derived from other

sources than the City other than the Twelve Thousand and No/100 (\$12,000.00) Dollars per year paid under the terms of this contract.

WHEREAS FURTHER, under the general law and the Home Rule Charter of the City of Natchitoches, the City has the right, power, and authority to promote, protect, and preserve the general welfare, safety, health, peace and good order of the City; and

WHEREAS FURTHER, the City Council of the City of Natchitoches has reviewed the Contract with NBSA, is of the opinion that the Contract helps promote the health and general welfare of the citizens of the City of Natchitoches, and does approve of the Contract; and

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Natchitoches, Louisiana, that the Mayor of the City of Natchitoches, Lee Posey is hereby authorized to execute the attached Agreement with Natchitoches Baseball and Softball Association.


BE IT FURTHER ORDAINED that the terms of the Agreement, attached hereto, are approved and accepted by the City Council of the City of Natchitoches, Louisiana.

THIS ORDINANCE was introduced on April 08, 2013 and published in the *Natchitoches Times* on April 13, 2013.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES:	Morrow, Payne, Nielsen, Mims
NAYS:	None
ABSENT:	Stamey
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 4 Ayes to 0 Nays this 22nd day of April, 2013.


LEE POSEY, MAYOR


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 23rd day of April, 2013 at 10:00 A.M.

**STATE OF LOUISIANA
PARISH OF NATCHITOCHES**

CONTRACT

BE IT KNOWN AND REMEMBER that on this the 1st day of April, 2013, personally came and appeared:

CITY OF NATCHITOCHES, LOUISIANA, a municipal corporation, with mailing address of Post Office Box 37, Natchitoches, Louisiana, 71458-0037, represented herein by Mayor Lee Posey, duly authorized to act herein pursuant to Ordinance No. 012 of 2013, a copy of which is attached hereto (Sometimes hereinafter referred to as "CITY")

and

Natchitoches Baseball and Softball Association, Inc., a Louisiana nonprofit corporation, with mailing address of 321 Bienville Street, Natchitoches, Louisiana 71457, represented hereby by Frank Griffin, President, authorized to act pursuant to the attached resolution (Sometimes hereinafter referred to as "NBSA")

Both of whom declare as follows:

WHEREAS, NBSA operates a baseball program for boys and softball program for girls in the City of Natchitoches, with approximately 700 youthful participants in said program; and

WHEREAS FURTHER, the City Council is of the opinion that wholesome sports and recreation activities for youth are beneficial to the health, welfare, and safety of the citizens of the City of Natchitoches; and

WHEREAS FURTHER, The City of Natchitoches is interested in promoting recreation of young people through wholesome sports activities, and is particularly desirous of cooperating with the private sector in organizing and running recreation activities for the youth of our city and area; and

WHEREAS FURTHER, the Natchitoches Baseball and Softball Association is a non-profit corporation sponsored in chief by private sector funds, and is conducting an excellent recreation program for the youth of our City, which program benefits many young people and could not be duplicated for the money by the limited recreational funds available to the City; and

WHEREAS FURTHER, the City desires to contribute to the efforts of the NBSA by defraying a small portion of its operational costs in return for the recreational services, projects, and programs for the youth of our City; and

WHEREAS FURTHER, the City of Natchitoches deems it to be in the best interest of the youth and the citizens of the City to contract with NBSA to carry on the baseball and softball programs under the terms as set below; and

NOW THEREFORE, the parties do hereby contract and agree as follows, to wit:

NBSA agrees to operate a baseball program for boys and softball program for girls for all children in its area, which includes all of the City of Natchitoches, between the ages of three (3) and eighteen (18), in accordance with the rules and regulations of their governing body.

NBSA covenants and agrees that the program will be open to all children in the City and that only a minimum registration fee will be required from each participant and NBSA agrees that in the event of hardship cases, the registration fee may be waived upon compliance with the By-Laws of Natchitoches Baseball and Softball Association, Inc.

NBSA agrees to operate baseball and softball programs, and to provide all uniforms, equipment, balls, coaches, managers, umpires, scorekeepers, and all other things necessary to carry on the program.

NBSA further agrees to handle all registration and each and every other administrative function that may be necessary to carry on the program.

NBSA further agrees that its goal is to reinvest as much as possible into the baseball and softball programs; therefore, it will limit paid employees in the program to the executive director, administrative assistant, umpires and scorekeepers. Board Members, coaches and commissioners shall serve on a voluntary basis and shall not be paid during the term of this contract.

NBSA further agrees to carry hospitalization insurance and accidental death and dismemberment insurance on all of the participants in the program and will pay the premiums for this insurance with its own funds.

The City of Natchitoches agrees to cover all of its own personal property with insurance.

It is understood and agreed that NBSA will have the right to use the following recreational fields owned by the City of Natchitoches: Volunteer Field, Troy Mayeaux, Maggio-Williams Complex, and any other fields that might be hereinafter designated by the Recreational Director of the City of Natchitoches. The City of Natchitoches reserves the right to use these fields for tournaments or other activities when NBSA has no activities scheduled. It is also understood that the City of Natchitoches has agreements with other parties that allow them to use the facilities when not in use by NBSA.

The City agrees to furnish all of the electricity necessary for games for the league play and tournament games. The City further agrees to maintain said fields and electrical facilities for the said fields, and furnish all maintenance including maintenance of restrooms.

The City further agrees to assist NBSA to locate and provide fields for practice, and agrees to maintain and provide insurance on such practice fields.

NBSA shall have the right to operate concession stands at the above named parks and to use the proceeds of said concession stands to help defray the cost of the operation of its baseball and softball programs.

As a further consideration for this contract and the services rendered by NBSA, the City of Natchitoches agrees to pay to NBSA, on an annual basis, the sum of Twelve Thousand and No/100 (\$12,000.00) Dollars, said payments to be paid on a fiscal year basis beginning June 1 through May 31.

It is understood and agreed that those improvements placed upon City properties by NBSA may be removed by NBSA at the termination of this contract, provided that said improvements can be removed without doing damage to the remainder of the City's property. However, any improvement placed on the property which remains for a period of twenty (20) years or more, shall become the property of the City automatically.

For the purposes of this foregoing paragraph, it is stipulated and agreed that the following improvements were placed on the property by NBSA, on the following dates:

- (1) Concession stand and press box at Volunteer Field, June or July 1982.
- (2) Batting cage at Volunteer Field, July, 1982
- (3) Batting cage at Cracker Brown Field, July, 1983
- (4) T-Ball Park on Weaver Elementary School, April, 1983
- (5) Ball Parks and surrounding complex at the Maggio – Williams Complex.
- (6) Dugout renovations to all fields at Sampite' Park, fall, 2008
- (7) Batting cage renovations at Sampite' Park, summer, 2010
- (8) Field renovations at Kiwanis and Gahagan Fields, summer 2011

It is understood and agreed that the Recreation Director for the City of Natchitoches or his designee shall be the coordinating spokesman for the City of Natchitoches in connection with baseball and softball programs and shall be consulted in scheduling league games and tournament play. The Recreation Director or his designee will be charged with the responsibility of assisting NBSA with administering the program through coordination with the Director of NBSA and the City of Natchitoches. The Recreation Director or his designee shall be available for assistance to NBSA during the period of February 1, through July 31, annually.

It is understood and agreed that this is a contract, for services, and the employees, agents, representatives, and all other persons connected with NBSA shall not be considered to be employees of the City of Natchitoches, in any respect, it being the intention of this contract to contract out the baseball and softball program to NBSA, the City being cognizant of the fact that experience has indicated that the NBSA can handle the baseball and softball program more efficiently, and economically, than the City. The City takes cognizance of the fact that the NBSA uses volunteer help and contributions from private sources. The City further takes

cognizance of the fact that the NBSA program has an average budget of approximately Seventy Five Thousand and No/000 (\$75,000.00) Dollars, the balance of said budget being derived from sources other than the City.

The term of this contract is from April 1, 2013, through May 31, 2013, this contract shall be automatically extended each fiscal year from June 1 through May 31 annually on the same terms and conditions, for 10 consecutive years ending on May 31, 2013 unless notice is given to the other party in writing at least thirty (30) days prior to the end of any fiscal year.

THUS DONE AND PASSED before the parties before the undersigned Notary Public and subscribing witnesses, at Natchitoches, Louisiana, on this 30th day of April, 2013.

WITNESSES:

Stacy McQuary
Shannah Wemings

CITY OF NATCHITOCHES

BY: Lee Posey
Lee Posey, Mayor

**NATCHITOCHES BASEBALL
SOFTBALL ASSOCIATION, INC.**

BY: Frank Griffin
President: Frank Griffin

E R Lee
NOTARY PUBLIC
Print Name Edd R. Lee
Notary # 15749

The following Ordinance was Introduced by Ms. Morrow and Seconded by Mr. Payne as follows, to-wit:

ORDINANCE NO. 016 OF 2013

AN ORDINANCE AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO DESIGNATE PERSONS TO SIGN CHECKS IN THEIR ABSENCE, PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND EFFECTIVE DATE OF ORDINANCE.

WHEREAS, the Mayor of the City of Natchitoches and the Finance Director of the City of Natchitoches are currently authorized to sign checks on accounts for the City of Natchitoches; and

WHEREAS FURTHER, the Mayor Pro Tempore is authorized to sign checks on accounts for the City of Natchitoches in the absence of the Mayor of the City of Natchitoches; and

WHEREAS FURTHER, it is the current policy of the City of Natchitoches to require two signatures on checks issued on accounts of the City of Natchitoches; and

WHEREAS FURTHER, on occasion the Mayor, the Mayor Pro Tempore and/or the Finance Director may be out of town or are otherwise unavailable to execute Checks on behalf of the City of Natchitoches; and

WHEREAS FURTHER, occasionally checks must be issued quickly in order to meet an obligation of the City or to avoid creating a hardship for employees of the City of Natchitoches; and

WHEREAS FURTHER, the City Council of the City of Natchitoches desires to authorize the Mayor to designate a person(s) to execute checks when both he and the Mayor Pro Tempore may be unavailable, but said designated person shall have a limit of \$5,000.00 on any one check; and

WHEREAS FURTHER, the City Council of the City of Natchitoches desires to authorize the Finance Director to designate a person(s) to execute checks in his absence, but said designated person shall have a limit of \$5,000.00 on any one check; and

WHEREAS FURTHER, checks executed by persons so designated shall be limited to checks on the following accounts and for the following purposes:

- 1) Worker's compensation account for employee indemnity payment, medical services and pharmacy services, and
- 2) Liability insurance account for claims payments.

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Natchitoches, Louisiana, that the Mayor of the City of Natchitoches, be authorized to designate a person(s) to execute checks when both he and the Mayor Pro Tempore may be unavailable, but said designated person shall have a limit of \$5,000.00 on any one check.

BE IT FURTHER ORDAINED by the City Council of the City of Natchitoches, Louisiana, that the Finance Director of the City of Natchitoches, be authorized to designate a person(s) to execute checks in his absence, but said designated person shall have a limit of \$5,000.00 on any one check.

BE IT FURTHER ORDAINED by the City Council of the City of Natchitoches, Louisiana, that the checks executed by persons so designated shall be limited to checks on the following accounts and for the following purposes:

- 1) Worker's compensation account for employee indemnity payment, medical services and pharmacy services, and
- 2) Liability insurance account for claims payments.

BE IT FURTHER ORDAINED by the City Council of the City of Natchitoches, Louisiana, that nothing herein shall be deemed to change the policy of the City of Natchitoches to require two signatures on checks and the Council does reaffirm that policy.

BE IT FURTHER ORDAINED that if any part of this Ordinance is for any reason held to be unconstitutional or invalid, by a Court of competent Jurisdiction, such decision shall not effect the validity of the remaining portions of this Ordinance, and the invalidity shall be limited to that specific portion so declared to be invalid.

BE IT FURTHER ORDAINED that this Ordinance shall go into effect immediately after publication according to law.

BE IT FURTHER ORDAINED that all Ordinances in conflict herewith are hereby repealed.

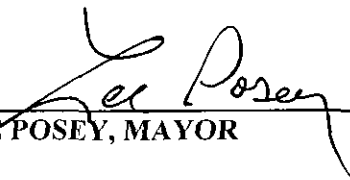
BE IT FURTHER ORDAINED that this Ordinance be advertised in accordance with law.

THIS ORDINANCE was introduced on April 08, 2013 and published in the *Natchitoches Times* on April 13, 2013.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES:	Morrow, Payne, Nielsen, Mims
NAYS:	None
ABSENT:	Stamey
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 4 Ayes to 0 Nays this 22nd day of April, 2013.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 23rd day of April, 2013 at 10:00 A.M.

The following Ordinance was Introduced by Mr. Mims and Seconded by Mr. Nielsen as follows, to-wit:

ORDINANCE NUMBER 017 OF 2013

AN ORDINANCE AUTHORIZING THE DESIGNATION OF AN AREA WITHIN SAMPITE' PARK (FORMERLY KNOWN AS DIXIE YOUTH BALL PARK) FOR USE BY THE NATCHITOCHES POLICE DEPARTMENT IN ORDER TO PROVIDE ON SITE SECURITY FOR SAMPITE' PARK AND FURTHER SETTING FORTH THE DUTIES OF THAT PERSON OR PERSONS DESIGNATED BY THE CHIEF OF POLICE TO PROVIDE ON SITE SECURITY AT SAMPITE' PARK, TO PROVIDE FOR ADVERTISING, A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the City of Natchitoches has control and use of Sampite' Park (sometimes hereinafter "Park") through fee simple title and various long term leases; and

WHEREAS FURTHER, the City Council of the City of Natchitoches recognizes the positive impact of locating a police presence at the Park and desires to provide for an on site security guard at the Park; and

WHEREAS FURTHER, the City of Natchitoches has the authority to promulgate regulations to provide for police protection at the Park and further has the authority to provide police protection at the Park pursuant to its general police powers; and

WHEREAS FURTHER, the Chief of Police of the City of Natchitoches has identified an area that is West of Dalme Drive, South of the drainage ditch, East of the tennis courts and North of Cracker Brown Field as the preferred site to locate the police presence due to its central location within the park, access to utilities and due to the fact that it is not currently being used for recreational purposes; and

WHEREAS FURTHER, within the area broadly described above is a smaller tract which is shown in red on the attached aerial photograph; and the City Council desire to make the property shown on the aerial photograph available to the Police Department of the City of Natchitoches for the location and placement of a mobile home of a member of the City of Natchitoches Police Department; and

WHEREAS FURTHER, the person designated by the Chief of Police as the person to provide security at Sampite' Park shall, in addition to regular duties, be assigned the following duties:

- 1) Continued presence of on-site security at Sampite' Park.
- 2) Make rounds and check all facilities located at Sampite' Park.
- 3) Monitor vehicles and persons entering Sampite' Park.
- 4) Monitor activity at ball fields; participants and spectators alike.
- 5) Report any damages or lights that are out to The Parks and Recreation Director, Kendrick Llorens.
- 6) Maintain the property shown in red on the aerial photograph
- 7) Have responsibility for utility service to site.

WHEREAS FURTHER, the City Council is of the opinion that an on site security guard will enhance the security at Sampite' Park which will promote the safety and security of the persons that utilize Sampite' Park, and will further help safeguard the facilities from damage; and

NOW THEREFORE, BE IT ORDAINED by the City Council in legal session convened as follows:

(1) That an area within Sampite' Park be designated for use by the Natchitoches Police Department, said area being located in that area bounded on the North by a drainage ditch, on the East by Dalme Drive, on the North by tennis courts and on the South by Cracker Brown Field, and being more fully shown in red on the attached aerial photograph.

(2) That the City Council desires to make the property described above available to the Police Department of the City of Natchitoches, for location and placement of mobile home that will be occupied by a member of the City of Natchitoches Police Department, as designated by the Chief of Police.

(3) That the officer, as designated by the Chief of Police, shall, in addition to regular duties, be assigned the following duties:

- 1) Continued presence of on-site security at Sampite' Park.
- 2) Make rounds and check all facilities located at Sampite' Park.
- 3) Monitor vehicles and persons entering Sampite' Park.
- 4) Monitor activity at ball fields; participants and spectators alike.
- 5) Report any damages or lights that are out to The Parks and Recreation Director, Kendrick Llorens.
- 6) Maintain the property shown in red on the aerial photograph
- 7) Have responsibility for utility service to site.

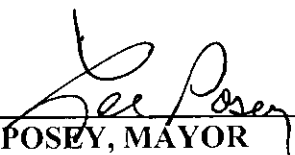
(4) That the City Council takes cognizance of the fact that the property described above is not currently being utilized for recreational purposes at Sampite Park, but should the City determine in the future that the property is needed for recreational purposes, then the Chief of Police shall release the above described property with reasonable notice to the officer assigned to this duty.

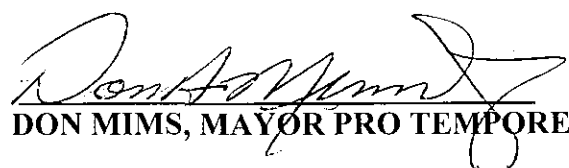
THIS ORDINANCE was introduced on April 08, 2013 and published in the *Natchitoches Times* on April 13, 2013.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims
NAYS:	Morrow
ABSENT:	Stamey
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 3 Ayes to 1 Nays this 22nd day of April, 2013.


LEE POSEY, MAYOR


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 23rd day of April, 2013 at 10:00 A.M.

Ms. Morrow stated we have other areas in the City with vandalism and other problems and we need to think about putting security in those areas. One area in particular is where the Spray Park is located. Some of the programs from what I understand have been cut at Dixie Youth so I am not always in favor of putting security in certain sections where we don't have as much visibility of students as there used to be. We have an area over by Ben Johnson Park where there is always something going on. We need to set a precedence of being fair in certain sections of town.

The City of Natchitoches of the Parish of Natchitoches met in regular session on this date. The following resolution was offered by Mr. Nielsen and seconded by Mr. Payne as follows:

RESOLUTION NUMBER: 018

DATE: April 22, 2013

RESOLUTION

A resolution authorizing the Mayor to execute an Agreement with the Louisiana Department of Transportation and Development (LA DOTD) for improvements at the Natchitoches Regional Airport.

WHEREAS, Act 451 of the 1989 Regular Session of the Louisiana Legislature authorized the financing of certain airport improvements from funds appropriated from the Transportation Trust Fund; and

WHEREAS, the City of Natchitoches has requested funding assistance from the LA DOTD to/for Obstruction Removal; and

WHEREAS, the stated project has been approved by the Louisiana Legislature and the LA DOTD is agreeable to the implementation of this project and desires to cooperate with the City of Natchitoches according to the terms and conditions identified in the attached Agreement; and

WHEREAS, the LA DOTD will provide the necessary funding for the Obstruction Removal and reimburse the sponsor up to \$72,525.00 of project cost.

NOW THEREFORE, BE IT RESOLVED by the City of Natchitoches that it does hereby authorize the Mayor to execute an Agreement for the project identified as SPN H.010611, more fully identified in the Agreement attached hereto.

This resolution shall be in full force and effect from and after its adoption.

The aforesaid resolution, having been submitted to a vote, the vote thereon was follows:

YEAS: Payne, Nielsen, Mims, Morrow

NAYS: None

ABSENT: Stamey

WHEREUPON, the Resolution was declared adopted on the 22nd day of April 2013.

CITY OF NATCHITOCHES

BY: _____

(Signature)

Lee Posey

(Typed or Printed Name)

TITLE: Mayor

ATTEST: _____

(Signature)

TITLE: Clerk

STATE OF LOUISIANA
**DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT**

AGREEMENT

STATE PROJECT NO. H.010611
OBSTRUCTION REMOVAL
NATCHITOCHES REGIONAL AIRPORT
NATCHITOCHES PARISH

THIS AGREEMENT, made and executed in three (3) original copies on this 2nd day of May, 2013, by and between the Louisiana Department of Transportation and Development, hereinafter referred to as "DOTD", and the **City of Natchitoches**, a political subdivision of the State of Louisiana, responsible for all matters pertaining to the **Natchitoches Regional Airport**, hereinafter referred to as "Sponsor";

WITNESSETH: That;

WHEREAS, the Sponsor has requested funding assistance to finance certain improvements at the **Natchitoches Regional Airport** as described herein; and,

WHEREAS, Act 451 of the 1989 Regular Session of the Louisiana Legislature, authorized the financing of the certain airport improvements from funds appropriated from the Transportation Trust Fund; and,

WHEREAS, the Louisiana Legislature has granted approval of the project as listed in the **2012-2013 (29GA)** Aviation Needs and Project Priority Program; and

WHEREAS, reimbursement for project costs will not exceed the estimated project cost as approved by the legislature and allocated to the DOTD Aviation Program for the fiscal year in which the project was approved by the legislature, unless DOTD agrees to participate in the increase and additional funds become available; and

WHEREAS, DOTD is agreeable to the implementation of this project and desires to cooperate with the Sponsor provided certain requirements are adhered to as hereinafter provided:

NOW, THEREFORE, in consideration of the premises and mutual dependent covenants herein contained, the parties hereto agree as follows:

ARTICLE I - PROJECT DESCRIPTION

1.1 The improvement that is to be undertaken under this project will consist generally of **removal of tree obstructions and when required replacement with different species of trees.**

1.2 The project numbers and title of this agreement will be used for identification purposes on all correspondence, plans, progress reports, invoices, et cetera, prepared in the performance of these services.

ARTICLE II - PROJECT RESPONSIBILITY

2.1 DOTD employees will not be required to supervise or perform such other services in connection with the development of this project except as specifically set forth herein; however, the Sponsor will assume full responsibility and Sponsorship for the project development and shall hold DOTD harmless in the event of any loss or damage of any kind incident to or occasioned by deeds undertaken in pursuance of this agreement.

ARTICLE III - CERTIFICATION AND COMPLIANCE

3.1 Sponsor certifies by the signing of this agreement that each phase of this project, as well as all documents associated with this project, will be completed in accordance with all applicable Federal and State guidelines and/or regulations. It is solely the responsibility of the Sponsor to certify the appropriate development, completion and authenticity of all work and documents required of the Sponsor throughout this project. Three (3) separate Sponsor Certifications incorporated by reference herein and attached to and made part of this agreement, shall be completed, signed and sent to DOTD after each specified phase of the project as indicated in the Certifications attached hereto.

3.2 DOTD does not provide certification of any document nor work performed and is not responsible for same in accordance with Article II as stated above.

ARTICLE IV - FUNDING

4.1 Except for services hereinafter specifically listed to be furnished at the expense of DOTD or the Sponsor if provided in this agreement under Article I, the cost of this project will be reimbursed to the sponsor with DOTD contributing an amount not to exceed **\$72,525.00**. Any other costs beyond **\$72,525.00** will be born solely by the sponsor, unless approved by DOTD after a written request is made by the sponsor in accordance with R.S. 2:806.A, 2:807.B and 2:810. All such overages may not be approved until after the project is complete and at the end of the State's fiscal year, to determine if funds are available after all higher priorities have been considered. The Sponsor, at its own expense, may incorporate items of work not eligible for DOTD participation into the construction contract if it so desires.

4.2 The continuation of this agreement is contingent upon the appropriation of funds by the Louisiana Legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the

appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

ARTICLE V – TAXES

5.1 Sponsor agrees that the responsibility for payment of taxes, if any, from the funds received under this agreement, supplements and/or legislative appropriation shall be the Sponsor's obligation and shall be identified under Federal Tax Identification Number shown on the signature page.

ARTICLE VI - COST REIMBURSEMENTS

6.1 The Sponsor shall submit its request for reimbursement on the approved LADOTD-Aviation Division form titled LADOTD REQUEST FOR REIMBURSEMENT FOR AIRPORT PROGRAMS, and only for work that has been completed and for eligible expenses incurred that have been paid in full by the Sponsor. The request for reimbursement shall not exceed one (1) submittal per month; and shall be not less than the amount of \$250.00 (state share), except for the final Request for Reimbursement, which can be for any remaining amount.

6.2 The Sponsor shall maintain invoices and copies of the checks for invoice payments for reimbursement. Both the engineer and Sponsor shall certify that the completed work shown on each payment request is an accurate representation of the work accomplished during the estimated period and that the work substantially complies with the plans and specifications. All charges shall be subject to verification, adjustment, and/or settlement by DOTD's Program Manager and/or Audit Officer. The Sponsor shall withhold retainage in accordance with State Law (i.e., 10% up to \$500,000 and 5% thereafter).

6.3 The Sponsor acknowledges that DOTD will not participate in the cost of those items not constructed in accordance with the plans and specifications. In this event, the Sponsor will be obligated to assume full financial responsibility.

6.4 The Sponsor shall submit all final billings for all phases of work within three months after the final inspection of the project unless prior arrangements have been made with DOTD. Failure to submit these billings prior to the completion of this three-month period shall result in the project being closed on previously billed amounts and any unbilled cost shall be the responsibility of the Sponsor.

6.5 The Sponsor shall reimburse DOTD any and all amounts, which may be cited by DOTD due to the Sponsor's noncompliance with Federal/State laws and/or regulations. The cited amounts reimbursed by the Sponsor shall be returned to the Sponsor upon clearance of the citation(s). Additionally, no new projects will be approved until such time as the cited amount is reimbursed to DOTD.

6.6 DOTD's participation in the project shall in no way be construed to make DOTD a party to the contract between the Sponsor and its consultant/contractor.

ARTICLE VII – COST RECORDS

7.1 The Sponsor and all others employed by it in connection with this project shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred relative to this project and shall keep such material available at their respective offices at all times during the contract period and for three years from the date of final payment for the project. Additionally, all such materials shall be available for inspection by DOTD, the Legislative Auditor, the FAA, or any authorized representative of the federal government under applicable state and federal regulations, at all reasonable times during the contract period and for three years from the date of final payment.

ARTICLE VIII – ENGINEERING

8.1 The Sponsor is responsible for assuring all necessary surveys, engineering reports, plans, specifications and cost estimates for the project are in accordance with the applicable FAA/DOTD requirements, and the sponsor shall submit one (1) copy of the executed Engineering Service Agreement to DOTD along with Sponsor Certification #1 which is incorporated by reference herein and attached to and made a part of this agreement.

ARTICLE IX – REAL PROPERTY ACQUISITION

9.1 Real Property Acquisition is addressed in the Sponsor Certification #2 incorporated by reference herein and attached to and made a part of this agreement. This Sponsor Certification must be submitted to DOTD after real Property is acquired or leased, or a contract has been executed thereto.

9.2 If any funds covered by this agreement are to be used for the purchase of immovable property, the Sponsor shall have prepared a Phase I Environmental Site Assessment of the property. This assessment shall be prepared in accordance with the latest edition of ASTM E 1527, by an experienced environmental consultant qualified to perform the assessment. Any purchase agreement shall contain an agreement by the seller that it shall warrant and guarantee to the Sponsor that the property is free of all hazards identified by the environmental assessment as existing or suspected and this guarantee shall be a part of any act of sale for the immovable property. A copy of the environmental assessment and a certified copy of the purchase agreement, containing the warranty and/or guarantee, shall be provided to DOTD. Where land acquisition is a pre-requisite to construction, the Sponsor shall provide DOTD with proof of ownership prior to starting construction.

ARTICLE X - BID PROCESS

10.1 Construction projects shall be advertised in accordance with Louisiana Revised Statutes.

10.2 Sponsor shall solicit bids for the services, labor and materials needed to construct the project in accordance with the public bid laws of the State, including, but not limited to R.S. 38:2211, et seq., applicable to political subdivisions of the State. Sponsor shall also keep a procurement file relative to the necessary acquisition of services, labor and materials needed to

complete the project. DOTD may request review of the documents at any time. Sponsor shall maintain copies of the three lowest bidders' proposal sheets and bid bonds. The Sponsor shall also maintain:

1. The bid tabulation, including engineer's estimate, verified by the Sponsor.
2. Contractor's Equal Employment Opportunity plan.
3. A statement of contractor's qualifications.
4. Proof of publication of the advertisement for bids.
5. A non-collusion affidavit.
6. The Sponsor's official action, recommending acceptance of the bid submitted by the lowest qualified bidder.

10.3 The award of a contract shall be made within 30 calendar days of the date specified for public opening of bids, unless extended by the Sponsor. The contract and bond shall be recorded in the Clerk of Court's office for the parish or parishes where the project is to be constructed.

10.4 Following the execution of the contract, the Sponsor shall send to DOTD one copy of the executed contract, and project's bid set specifications with the plans bound in the specifications book as an attachment on 11" x 17" fold-out paper. The Sponsor shall also maintain insurance certificates and proof of recordation of the original contract performance bond.

ARTICLE XI – CONSTRUCTION

11.1 The Sponsor shall provide technical administration and inspection including testing during the project construction. The Sponsor may utilize its consultant to provide these services through preparation of a supplemental agreement to the original ESA or may hire a third party to provide these services.

11.2 A pre-construction meeting shall be held at the airport within fifteen (15) working days after the DOTD/FAA has given approval to start construction. Construction contracts need not be signed prior to the pre-construction meeting, but must be signed prior to starting work. The Sponsor (or consultant) shall host the meeting and follow the current DOTD/FAA Pre-Construction Check-List. Within five (5) days following the meeting, copies of the Pre-Construction Check-List, along with minutes of the meeting, shall be sent to all parties requesting copies. Tenants shall be notified of the pre-construction meeting and status meetings. They shall also be notified in writing ten (10) working days prior to any planned runway/airport closures. Periodic inspections may be made by DOTD.

11.3 The Sponsor is responsible for maintaining project construction records in accordance with DOTD standards for a minimum of three (3) years. All construction directives, procedures, and documents of pay records shall be available for inspection by DOTD.

11.4 The project specifications shall be used as the basis for all construction. If there is an error or discrepancy in the specifications, the policies and procedures of FAA and/or DOTD shall be used to make corrections. A plan change shall be required, and the Sponsor may be liable for any additional cost. DOTD may participate in such eligible cost, only if funds are available. The ability of DOTD to participate in the financial cost increase may be reviewed after the project is complete and at the end of the State's fiscal year, to determine if funds are available.

ARTICLE XII – CIVIL RIGHTS

12.1 The Sponsor agrees that the project shall be developed in full, in accordance with the principles and intents contained in DOTD's latest Title VI Plan and that the same or closely related procedures providing for involvement of the Sponsor designated civil rights specialist in appropriate key stages of project development as identified in the aforementioned Title VI Plan, will be followed.

12.2 Further, the Sponsor agrees that its own employment policies and practices shall afford fair and nondiscriminatory employment opportunities to all employees and applicants for employment and that a viable affirmative action program is maintained in the interest of increasing employment opportunities for minorities, women and other disadvantaged persons. It is understood that the Sponsor, as a recipient of federal financial assistance under this agreement, is subject to monitoring and review of its civil rights activities by DOTD and agrees to cooperate with DOTD officials in the achievement of civil rights objectives prescribed in the agreement and in any contracts resulting herefrom.

ARTICLE XIII – DBE REQUIREMENTS

13.1 It is the policy of the U.S. Department of Transportation that small business firms owned and controlled by socially and economically disadvantaged persons and other persons defined as eligible in Title 49 Code of Federal Regulations, Part 26 (49 CFR 26) shall have maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the requirements of 49 CFR 26 apply to this project.

13.2 The Sponsor or its contractor agrees to ensure that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR 26, have maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. The Sponsor or its contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that such firms have maximum opportunity to compete for and perform contracts. The Sponsor or its contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract.

13.3 The preceding Policy and DBE Obligation shall apply to this project and shall be included in the requirements on any contract or subcontract. Failure to carry out the requirements set forth therein shall constitute a breach of this agreement and, after notification by DOTD, may result in termination of this agreement by DOTD, or other such remedy, as DOTD deems appropriate.

13.4 The Sponsor or its contractor shall utilize the services of banks in the community, which are owned and controlled by minorities, when feasible and beneficial.

13.5 The above requirements shall be expressly included in and written in all subcontracts entered by the Sponsor or contractor.

ARTICLE XIV – FINAL INSPECTION, ACCEPTANCE, REIMBURSEMENT & SPONSOR
CERTIFICATION

14.1 FINAL INSPECTION: The Sponsor shall schedule and conduct an inspection of the project no later than ten (10) working days after substantial completion. The Sponsor shall give notification of the inspection, in writing, at least five (5) working days in advance of the inspection to DOTD, the contractor, FAA and other attendees as appropriate. If deficiencies are discovered during the inspection, the Sponsor shall document the deficiencies, determine a dollar value and coordinate completion dates with the contractor for correcting the deficiencies. Once all the deficiencies are corrected the Sponsor will conduct a final inspection and determine that they have been corrected. The Sponsor shall then prepare the Letter of Acceptance.

14.2 Forty-five (45) days after recording the final acceptance of the project, the contractor shall submit to the Sponsor a Clear Lien Certificate from the Recorder's office of the parish or parishes in which the work was performed. If the contractor is unable to obtain a Clear Lien Certificate, the Sponsor may deposit the retainage with the court of competent jurisdiction.

14.3 The Sponsor's Letter of Acceptance shall include the following:

1. The (Sponsor) is satisfied with and accepts the project as accomplished by the contractor, _____, who has satisfactorily completed all requirements of the contract.
2. The final Reimbursement Request of \$ _____ is enclosed and verifies all amounts remaining due and the release of retainage.

14.4 The Sponsor shall also submit with the Letter of Acceptance the following:

1. An updated Airport Layout Plan (ALP), if applicable; and
2. Upon completion of the project, the consultant shall prepare as-built plans and specifications with final quantities for the project, to include any changes made to the original design during construction, on a CAD CD. These shall be labeled with the state project number, project description and airport name. Electronic files shall not be compressed for mailing; and
3. Sponsor Certification #3 incorporated by reference herein, and attached to and made a part of this agreement, which must be completed and signed.

14.5 DOTD will not approve the Sponsor's request for the final reimbursement until each of the above items are received and are satisfactorily completed.
Title to the project right-of-way shall be vested in the Sponsor and shall be subject to DOTD and

FAA requirements and regulations concerning operations, maintenance, abandonment, disposal, and encroachments.

ARTICLE XV - OPERATION & MAINTENANCE RESPONSIBILITY

15.1 Upon final acceptance of the project, the Sponsor shall assume ownership of the improvements and assume all operations and maintenance costs of the facilities for a period of not less than twenty (20) years. Non-aviation activities shall require written approval from DOTD.

15.2 Should the Sponsor choose to begin operations prior to executing the Letter of Acceptance, the Sponsor then assumes full responsibility for such actions.

ARTICLE XVI – HOLD HARMLESS AND INDEMNITY

16.1 Sponsor agrees and obligates itself, its successors and assigns, to defend, indemnify, save, protect and hold forever harmless and provide a defense for DOTD, its officials, officers and employees against any and all claims that may be asserted by any persons or parties resulting from violation by the Sponsor, its employees, agents and/or representatives of the requirements of all State laws applicable to the project. Further, Sponsor agrees that it shall hold harmless and indemnify, and provide a defense for DOTD, its officials, officers and employees, against any and all claims, demands, suits, actions (ex contractu, ex delictu, quasi-contractual, statutory or otherwise), judgments of sums of money, attorney's fees and court costs, to any party or third person including, but not limited to, amounts for loss of life or injury or damage to persons, property or damages to contractors, subcontractors, suppliers, laborers or other agents or contractors of Sponsor or any of the above, growing out of, resulting from, or by reason of, any negligent act or omission, operation or work of the Sponsor, its employees, servants, contractors, or any person engaged in or in connection with the engineering services, construction and construction engineering required or performed by the Sponsor hereunder including, but not limited to, any omissions, defects or deficiencies in the plans, specifications or estimates or by virtue of any extra work, delays, disruptions, inefficiencies or nonpayment of any engineering, construction, or construction engineering cost incurred or any other claim of whatever kind or nature arising from, out of, or in any way connected with the project, to the extent permitted by law.

16.2 Nothing herein is intended, nor shall be deemed to create, a third party beneficiary to any obligation by DOTD herein, or to authorize any third person to have any action against DOTD arising out of the agreement.

ARTICLE XVII – CANCELLATION

17.1 The terms of this agreement shall be binding upon the parties hereto until the work has been completed and accepted, and all payments required to be made to the Sponsor have been made. This agreement may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.

2. By the Sponsor should it desire to cancel the project prior to the receipt of bids, provided any cost that has been incurred for the preparation of plans shall not be eligible for reimbursement by DOTD or FAA.
3. By DOTD due to the lack of available State or Federal funding for the project.

ARTICLE XVIII – AMENDMENT

18.1 The parties hereto agree that any change in the project shall be in writing and signed by both parties. DOTD funding participation increases will be approved via letter from DOTD.

18.2 IN WITNESS HEREOF, the parties hereto have caused these presents to be executed by their respective officers, who are authorized to execute any and all subsequent documents relative to this project, and whose authority is deemed to be continuing as of the day and year first above written. Certification of this document is by Sponsor's Resolution herein included.

WITNESSES:

CITY OF NATCHITOCHES

Stacy McQuaney
(Witness for First Party)

BY:

Lee Posey
(Signature)

Shamiah Wynn
(Witness for First Party)

Lee Posey
Typed or Printed Name


Mayor
Title

726 000 931
Sponsor's Federal Identification Number

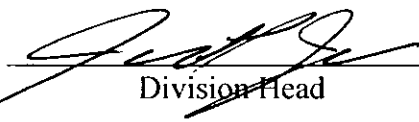
WITNESSES:

Michelle Daruelf
(Witness for Second Party)
Karen Lappeen
(Witness for Second Party)


**STATE OF LOUISIANA
THROUGH THE DEPARTMENT OF
TRANSPORTATION AND
DEVELOPMENT**

By: 
Assistant Secretary

RECOMMENDED FOR APPROVAL

BY: 
Division Head

APPROVED AS TO FORM

BY: 
Aviation Section

BY: 
Aviation Section

The following Resolution was introduced by Ms. Morrow and Seconded by Mr. Nielsen as follows, to –wit:

RESOLUTION NO. 019 OF 2013

**A RESOLUTION CHANGING THE DATE OF THE CITY COUNCIL MEETING
ORIGINALLY SCHEDULED ON MEMORIAL DAY, MONDAY, MAY 27, 2013,
TO BE CHANGED AND RE-SCHEDULED ON
TUESDAY MAY 28, 2013 AT 5:30 P.M.**

WHEREAS, in accordance with Section 2.09 of the Home Rule Charter of the City of Natchitoches, the City Council of the City of Natchitoches meets in regular session at 5:30 P.M. on the second and fourth Mondays of each month at the Natchitoches Arts Center, 716 Second Street, Natchitoches, LA; and

WHEREAS, in accordance with Section 2.09 of the Home Rule Charter a meeting date may be changed upon favorable vote of the council; and

WHEREAS, the City Council meeting scheduled on Monday, May 27, 2013 falls on an approved employee holiday, Memorial Day; and

WHEREAS, in an effort not to disrupt employees and the public's Memorial Day celebration events and personal plans, the City Council meeting date will be changed to Tuesday, May 28, 2013 at 5:30 p.m. with the pre-council meeting held at 5:00 p.m.; and

THEREFORE, BE IT FURTHER RESOLVED that the regularly scheduled City Council pre-meeting and meeting scheduled on Memorial Day, Monday, May 27, 2013 is hereby changed to Tuesday, May 28, 2013 with a pre-meeting at 5:00 p.m. and the City Council meeting to begin at 5:30 p.m.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Morrow
NAYS:	None
ABSENT:	Stamey
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 22nd day of April, 2013.



LEE POSEY, MAYOR

The following Resolution was introduced by Mr. Payne and Seconded by Mr. Mims as follows, to -wit:

RESOLUTION NO. 020 OF 2013

**A RESOLUTION APPROVING THE
ADVERTISEMENT OF APRON REHABILITATION AT THE
NATCHITOCHES REGIONAL AIRPORT
FAA PROJECT NO. 3-22-0034-018-2013
LA DOTD PROJECT NO. H.010807**

(BID NO. 0536)

WHEREAS, the City Council wishes to advertise for Public Bids for Apron Rehabilitation at the Natchitoches Regional Airport (Bid No. 0536); and

WHEREAS, advertisement of this bid is contingent upon approval of the Federal Aviation Administration and LA DOTD; and

WHEREAS, the work on the Apron Rehabilitation will enhance the Natchitoches Regional Airport; and

WHEREAS, the City Council of the City of Natchitoches has approved the Apron Rehabilitation project and does desire to advertise for construction bids; and

WHEREAS, the City Council of the City of Natchitoches, authorizes the Mayor of the City of Natchitoches, Lee Posey, to advertise for construction bids; and

WHEREAS, upon receipt of proposals, the committee members consisting of Pat Jones, Director of Finance; Larry Cooper, Airport Manager; Edd Lee, Director of Purchasing; and Don Mims, Councilman at Large, are to review and make a recommendation of the bids received.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Natchitoches, in legal session convened, that the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered and directed to advertise for construction bids to be publicly opened and read aloud at a future advertised date at the City of Natchitoches Purchasing Department located at 1400 Sabine Street, Natchitoches, Louisiana 71457.

BE IT FURTHER RESOLVED, that the Mayor, or his assignee, is hereby authorized to do all things necessary and proper in connection herewith.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Morrow
NAYS:	None
ABSENT:	Stamey
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 4

Ayes to 0 Nays on this 22nd day of April, 2013.



LEE POSEY, MAYOR

The following Resolution was introduced by Mr. Mims and Seconded by Mr. Payne as follows, to -wit:

RESOLUTION NO. 021 OF 2013

**A RESOLUTION AUTHORIZING THE MAYOR OF
THE CITY OF NATCHITOCHES TO ADVERTISE AND
ACCEPT BIDS FOR WATER SYSTEM IMPROVEMENTS
GRAND Ecore ELEVATED TANK REPAINTING AND
LA HWY 6 BY-PASS GROUND STORAGE TANK REPAINTING**

(BID NO. 0537)

WHEREAS, the City wishes to advertise for Public Bids for the Grand Ecore Elevated Tank and LA Highway 6 By-Pass Tank Repainting projects (Bid No. 0537).

WHEREAS, sealed bid proposals will be received by the City of Natchitoches at the City of Natchitoches Purchasing Department, 1400 Sabine Street, Natchitoches, Louisiana 71457 until 4:00 p.m. on Thursday, May 30, 2013.

WHEREAS, bids will be publicly opened and read aloud at 4:00 PM on Thursday, May 30, 2013 at the City of Natchitoches Purchasing Department located at 1400 Sabine Street, Natchitoches, Louisiana 71457.

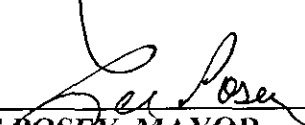
WHEREAS, after receipt of proposals the committee members consisting of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; David Stamey, Councilman; Bryan Wimberly, Director of Utilities; and Norman Nassif of Nassif Engineering & Architecture, LLC, are to review and make a recommendation of the bids received.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered and directed to order the publication of the above bid.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Morrow
NAYS:	None
ABSENT:	Stamey
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 4 Ayes to 0 Nays on this 22nd day of April, 2013.



LEE POSEY, MAYOR

CITY OF NATCHITOCHES
GENERAL FUND BUDGET REPORT
AS OF MARCH 2013

	CURRENT MONTH			YEAR TO DATE				
	TOTAL	MONTHLY	(OVER)	YTD	ENCUM-	UNREALIZED	PERCENT	
	BUDGET 12/13FY	BUDGET *1	UNDER BUDGET	ACTUAL	BRANCES	AVAILABLE BALANCE	RECEIVED/ EXPENSED	
REVENUE	14,486,378	1,207,198	1,245,999	38,800.83	10,807,012	3,679,366	74.60%	
EXPENDITURES								
DEPARTMENT:								
CITY HALL / FINANCE	538,096	44,841	35,688	9,153.33	386,428	155	151,513	71.84%
COMMUNITY DEVELOPMENT	691,210	80,793	80,793	0.00	522,354	20,286	148,570	78.51%
PLANNING & ZONING	244,159	20,347	16,398	3,948.58	174,850	270	69,039	71.72%
FIRE DEPARTMENT	2,982,610	248,551	235,980	12,570.83	2,341,929	2,740	637,941	78.61%
POLICE DEPARTMENT	4,415,279	367,940	324,866	43,073.92	3,467,449	3,322	944,508	78.61%
ANIMAL SHELTER	152,001	12,667	12,286	380.75	123,886	244	27,871	81.66%
PURCHASING	333,251	27,771	26,108	1,662.92	237,489	400	95,362	71.38%
CITY GARAGE	230,807	19,234	27,528	(8,294.08)	198,867	4,822	27,118	88.25%
RECREATION *2	870,369	72,531	61,507	11,023.75	676,068	1,733	192,568	77.88%
PUBLIC WORKS	1,434,011	119,501	122,220	(2,719.08)	1,149,952	6,525	277,534	80.65%
INDIRECT EXPENSE	2,377,163	198,097	109,926	88,170.92	1,638,151	35,600	703,412	70.41%
PROGRAMMING & PROMOTIONS	217,422	18,119	12,155	5,963.50	146,462	20,342	50,618	76.72%
TOTAL GENERAL FUND	14,486,378	1,207,198	1,065,455	141,743.17	11,063,885	96,439	3,326,054	77.04%

FOOTNOTES:

*1 - 1/12th OF TOTAL BUDGET

*2 - SEASONAL ACTIVITY

% BUDGET YEAR ELAPSED 83%

% BUDGET EXPENDED 77%

CITY OF NATCHITOCHES

UTILITY (PROPRIETARY) FUND BUDGET REPORT

AS OF MARCH 31, 2013

CURRENT MONTH				YEAR TO DATE			
	TOTAL BUDGET 12/13 FY	MONTHLY BUDGET *1	(OVER) UNDER ACTUAL	YTD ACTUAL	ENCUM- BRANCES	UNREALIZED / AVAILABLE BALANCE	PERCENT RECEIVED/ EXPENSED
REVENUE	40,687,097	3,390,591	2,490,736 (899,855)	28,218,056		12,469,041	69.35%
EXPENDITURES							
DEPARTMENT:							
UTILITY ADMINISTRATION	298,841	24,903	20,946 3,957	244,588	2,132	52,121	82.56%
WATER	2,056,551	171,379	165,088 6,291	1,810,837	63,049	182,665	91.12%
SEWER	1,535,476	127,956	207,257 (79,301)	1,334,049	21,707	179,720	88.30%
ELECTRIC	27,051,283	2,254,274	1,620,679 633,595	16,658,972	52,974	10,339,337	61.78%
UTILITY BILLING	611,633	50,969	39,531 11,438	418,129	388	193,116	68.43%
INFORMATION TECH	325,453	27,121	12,519 14,602	225,649	6,942	92,862	71.47%
INDIRECT	8,807,860	733,988	555,093 178,895	6,635,986	352	2,171,522	75.35%

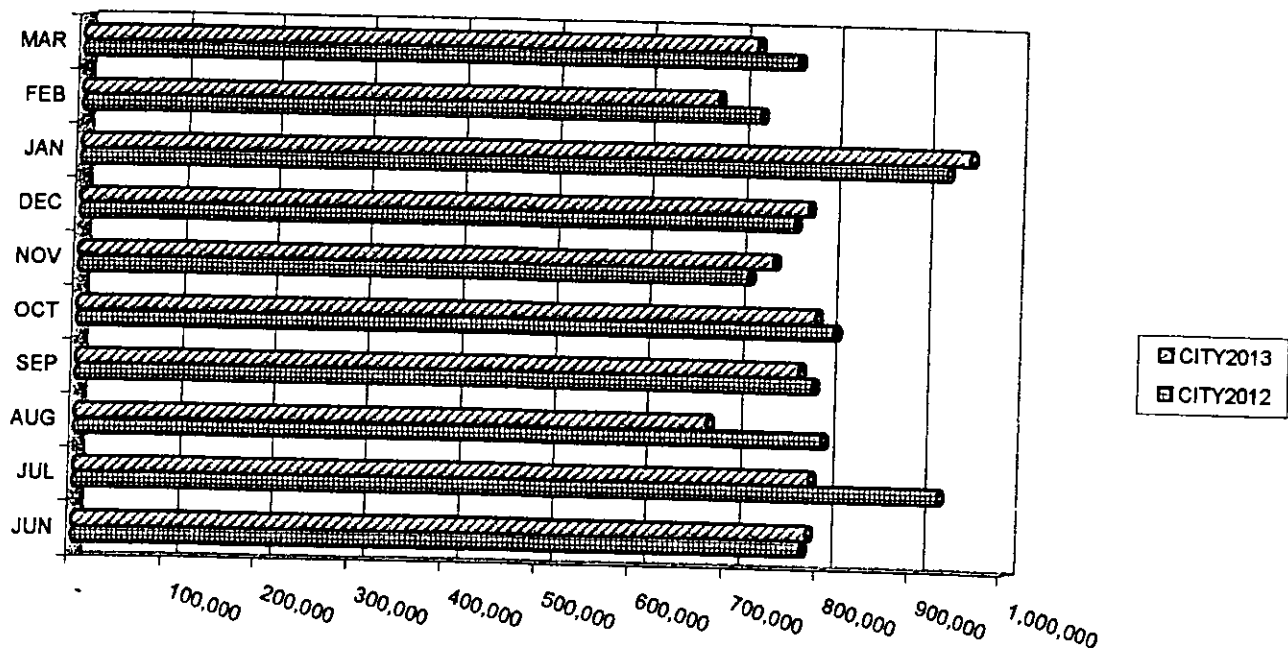
FOOTNOTES:

** - 1/12th OF TOTAL BUDGET

%BUDGET YEAR ELAPSED83%

%BUDGET EXPENDED68%

CITY OF NATCHITOCHES FISCAL YEAR SALES TAX COLLECTIONS

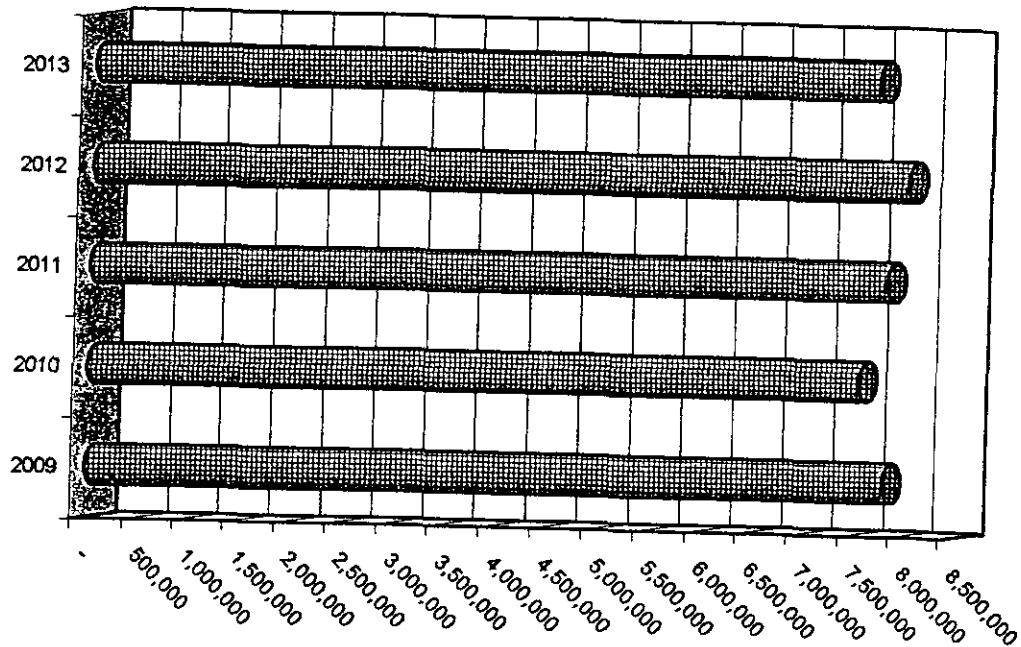


REVENUE BY MONTHS

2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	DIFF 12/13	DIFF %
821,444	754,700	745,293	778,326	784,706	6,380	0.82%
841,099	805,871	833,927	925,940	787,124	(138,816)	-14.99%
758,211	723,797	747,034	799,473	675,717	(123,756)	-15.48%
791,864	741,017	739,153	788,812	773,754	(15,058)	-1.91%
818,505	733,485	790,155	811,193	791,074	(20,119)	-2.48%
736,909	692,841	727,106	717,075	743,816	26,741	3.73%
743,169	750,875	749,143	765,125	780,648	15,523	2.03%
916,623	918,121	904,603	929,669	955,479	25,810	2.78%
676,895	706,237	674,576	727,109	681,159	(45,950)	-6.32%
694,582	721,108	903,717	766,588	722,974	(43,614)	-5.69%

Prepared by: Natchitoches Tax Commission

CITY OF NATCHITOCHES FISCAL YEAR SALES TAX COLLECTIONS



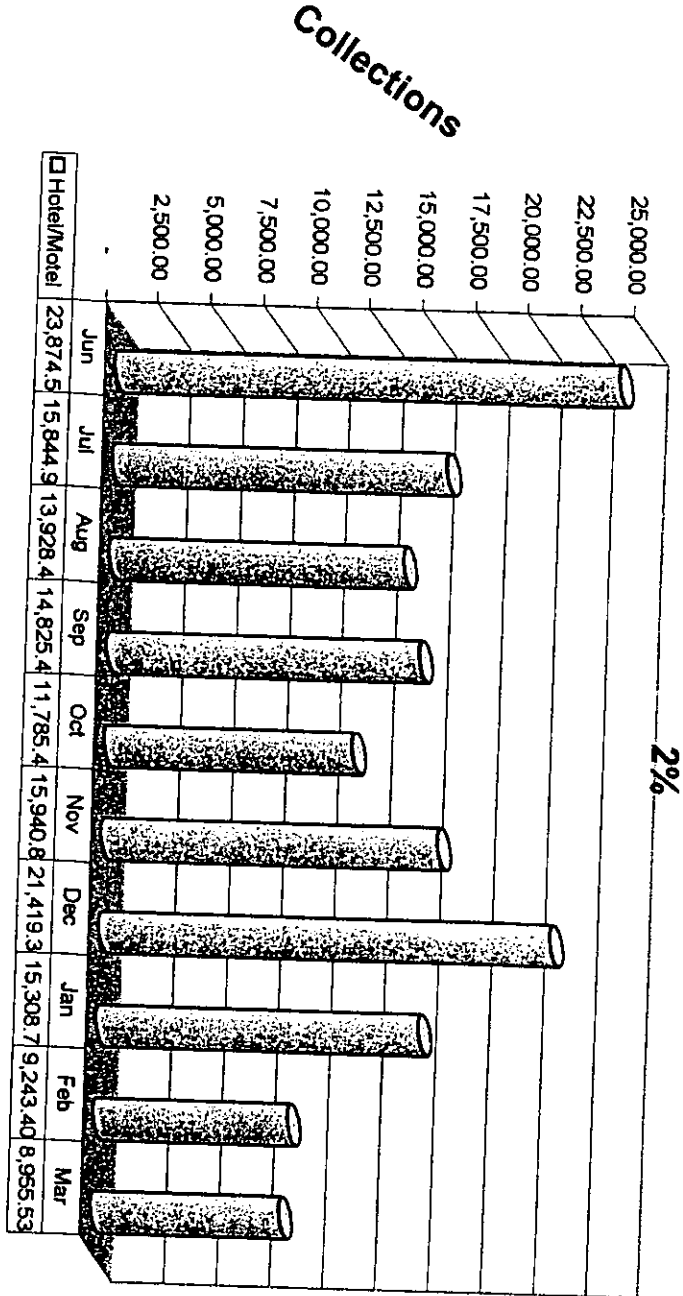
REVENUE YEAR TO DATE

PERIOD	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	DIFF 12/13	DIFF %
JUN	821,444	754,700	745,293	778,326	784,706	6,380	0.82%
JUL	1,662,543	1,560,571	1,579,220	1,704,266	1,571,830	(132,436)	-7.77%
AUG	2,420,754	2,284,368	2,326,254	2,503,739	2,247,547	(256,192)	-10.23%
SEP	3,212,618	3,025,385	3,065,407	3,292,551	3,021,301	(271,250)	-8.24%
OCT	4,031,123	3,758,870	3,855,562	4,103,744	3,812,375	(291,369)	-7.10%
NOV	4,768,032	4,451,711	4,582,668	4,820,819	4,556,191	(264,628)	-5.49%
DEC	5,511,201	5,202,586	5,331,811	5,585,944	5,336,839	(249,105)	-4.46%
JAN	6,427,824	6,120,707	6,236,414	6,515,613	6,292,318	(223,295)	-3.43%
FEB	7,104,719	6,826,944	6,910,990	7,242,722	6,973,477	(269,245)	-3.72%
MAR	7,799,301	7,548,052	7,814,707	8,009,310	7,696,451	(312,859)	-3.91%

Prepared by: Natchitoches Tax Commission

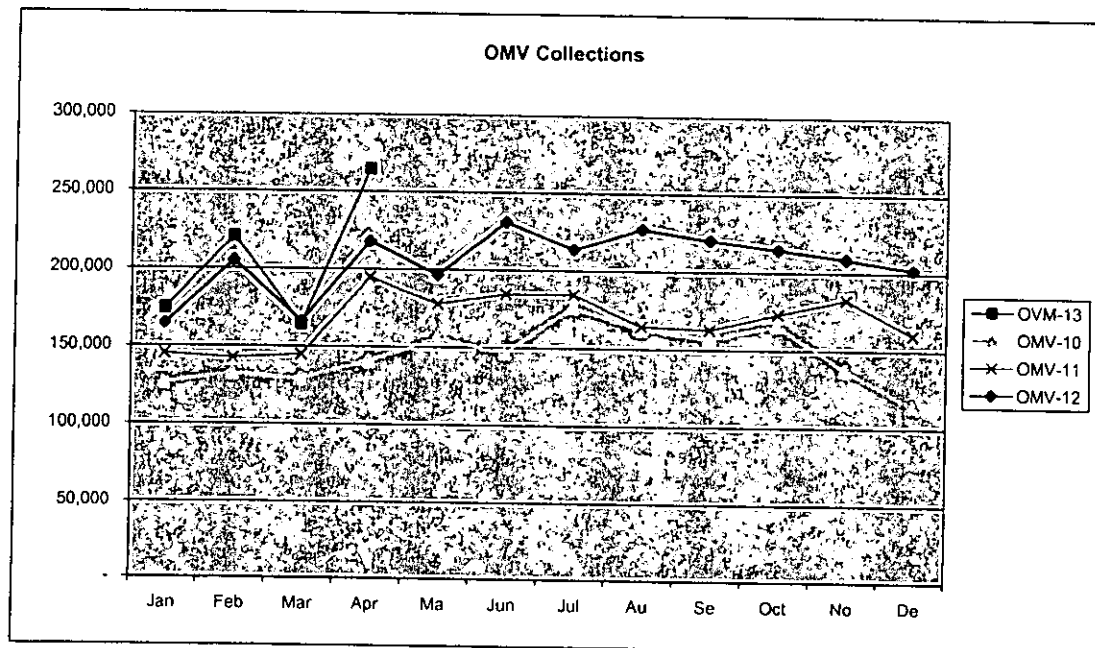
City of Natchitoches TIF

2012-2013
Hotel/Motel Tax
2%



Natchitoches Tax Commission
LA Department of Motor Vehicles Sales

Month/ Year	2009	2010	2011	2012	2013	13 vs 12
Jan	126,616.65	145,283.06	168,051.63	164,467.36	174,514.52	6.11%
Feb	132,533.23	142,482.09	173,570.53	205,177.33	220,905.99	7.67%
Mar	129,201.16	144,772.00	157,817.67	166,324.69	164,353.86	-1.18%
Apr	140,633.11	194,621.00	239,582.86	217,732.82	264,608.75	21.53%
May	155,345.06	177,689.00	190,980.40	196,365.55	-	
Jun	146,560.54	184,623.00	192,184.32	230,945.64	-	
Jul	176,221.17	184,621.89	217,528.02	213,497.75	-	
Aug	162,474.98	164,616.09	177,404.48	227,231.78	-	
Sep	156,865.17	162,969.93	193,381.54	220,368.79	-	
Oct	166,099.20	173,620.93	179,172.54	214,695.08	-	
Nov	137,831.55	183,071.31	165,928.76	209,191.64	-	
Dec	114,885.57	160,468.75	186,507.49	202,412.94	-	
Totals	\$1,745,267.39	\$2,018,839.05	\$2,242,110.24	\$2,468,411.37	\$1,824,383.12	



Mr. Pat Jones, Finance Director, presented the Council with the Finance Report. At the end of March the General Fund Budget information stated the budget year elapsed was at 83%, budget expended at 77%, and revenues at 74.6%. We have reserved our expenditures to cover the short fall so the general fund should be able to end in the black this year. Utility Fund Budget followed with revenues at 69.35% and expenditures at 67.53%. The Utility Department has watched their expenditures and projects close knowing the issues faced with the budget. The Natchitoches Sales Tax Collections for the month of March were down 5.69% as compared to March of last year, with the Year to Date being at 3.91%. We took a big dip at the first of the fiscal year then started coming back strong. We are taking small hits on our sales tax therefore looking at or projecting to end the year at 4.5% to 5% down. The hotel/motel tax or TIF was at 2% received and it has started to experience a decrease compared to other months this fiscal year. The good news is the Motor Vehicles Sales is up for the month of April being at 21.53% above last April. This has kept our sales tax as Motor Vehicle Sales Tax is rolled into our sales tax collections. We are in our last month starting in May and all Department Heads have been very cautious about their budgets to end the fiscal year in the black.

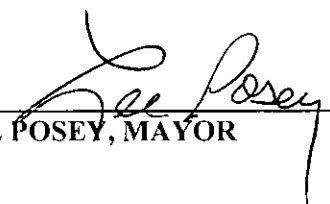
The Mayor then stated throughout Central, North, and some of South Louisiana sales tax is worse than ours. It almost makes me feel relieved that we might end up the year at 4% when others are down 8% to 15%.

The offices of the City of Natchitoches will be closed Monday, May 27, 2013 for the Memorial Day holiday. Therefore, the City Council Meeting scheduled on Monday, May 27, 2013 will be changed to Tuesday, May 28, 2013.

Mr. Phillip Wilkerson thanked the City Departments on behalf of the Jazz/R&B Festival Board Members for all their help that weekend. There was a huge crowd, everyone did a great job, and he really appreciates all the help.

Ms. Morrow announced for anyone interested there will be an informational on the Depot Project this Friday, April 26, 2013 at 5:00 p.m. at the Arts Center. Anyone who has information he or she would like to bring to the table or has any questions are welcome to come. On Saturday, April 27, 2013 at 9:00 a.m. at the Arts Center the National Year of the Young Child will be celebrated. All preschool centers and early childhood centers will be present for the program and the general public is invited.

With no further discussion, the Mayor made a motion for adjournment and all were in favor. The meeting was adjourned at 6:53 p.m.


LEE POSEY, MAYOR


DON MIMS, MAYOR PRO TEMPORE